

PRINT AND DIGITAL ADVERTISING

TERMS AND CONDITIONS

1. Contract

1.1 These terms and conditions (the "**Conditions**") apply to all Advertisements submitted to **Crisis Response Journal** and its associated companies (the "**Publisher**") for print or digital publication in accordance with the Publisher's advertisement confirmation order ("**Advertisement Confirmation Order**", which together with the Conditions shall be referred to as the "**Agreement**").

1.2 No variation or addition to this Agreement shall be effective unless specifically agreed to in writing by the Publisher. Any other terms and conditions sought to be imposed by the Advertiser are expressly excluded.

2. Definitions

2.1 "**Advertiser**" is the person placing the order with the Publisher for the publication of the Advertisement, including advertising agents and independent media buyers who are acting as principals on their own behalf in connection with this Agreement.

2.2 "**Advertisement**" means the advertisement comprising the Copy for print or digital publication in accordance with the Advertisement Confirmation Order.

2.3 "**App**" means a software application distributed and/or operated by the Publisher for use on any or all of the following: a mobile phone; smartphone; handset; tablet; or other mobile device enabled for internet access and/or communication.

2.4 "**Applicable Law**" means all laws, regulations, advertising codes, practices and guidance and all applicable industry standards for the time being in force or applicable in any territory in which the Advertisement will be distributed or accessible.

2.5 "**Copy**" means any materials provided by an Advertiser with the intention that such materials should be published by the Publisher as part of an Advertisement in order to advertise, promote, market, sponsor and/or endorse a product, service or brand which:

2.5.1 in the case of print advertisement is printed on the page or reproduced as a copied cutting or separately inserted or attached, which may incorporate without limitation: text; graphics; layouts; logos; and images; and

2.5.2 in the case of digital advertisements on or delivered through the internet, a website or an App, includes without limitation: text; graphics; layout; logos; audio or visual material; avatars; static and dynamic images; animations; straplines; banner advertisement; hypertext; links; microsites; AV clips/pre-rolls; click through advertising; embedded and/or overlaid codes and algorithms; emails and/or messaging.

2.6 "**Copy Deadline**" means the deadlines for the submission of Copy in accordance with Clause 3.1.

2.7 "**Impression**" means the number of times that the Advertisement is displayed to a user of a website or App (as applicable) each month.

3. Publication process

3.1 The Advertiser must deliver to the Publisher all Copy in accordance with the Publisher's technical specification and no later than the following dates:

3.1.1 21 days before the "on sale" date in respect of monthly and fortnightly print publications;

3.1.2 7 days before the "on sale" date in respect of weekly print publications; or

3.1.3 14 days before the intended publication or release date for publication on a website or App.

3.2 The Advertiser acknowledges that time is of the essence with respect to compliance with the Copy Deadline.

3.3 The Advertiser agrees that, to the extent that an Advertisement is intended for digital publication on a website or an App, the Advertisement and Copy shall be of good technical quality and delivered to the Publisher in any such format as the Publisher may direct from time to time.

3.4 The Publisher shall be entitled to amend or require the Advertiser to amend any Advertisement (or any Copy contained therein) prior to publication, or refuse (without notice or liability) to publish any Advertisement in its reasonable discretion.

3.5 The display, format and positioning of Advertisements within the Publisher's websites, Apps or print and digital publications is at the sole discretion of the Publisher, and the Publisher will not be prohibited from also publishing advertisements for any product or business competitive to the product or business of the Advertiser.

3.6 The Publisher shall be entitled (at its entire discretion), without liability, to cancel, omit, suspend or refuse to publish any Advertisement published or due to be published under an Advertisement Confirmation Order if: (a) the Copy is not reasonably acceptable to the Publisher; (b) the Copy is or may, in the reasonable opinion of the Publisher, be obscene, blasphemous, libelous, defamatory, indecent, inaccurate, misleading or inappropriate; (c) the Copy contravenes or may contravene (in Publisher's reasonable opinion) any Applicable Law; (d) the Copy infringes or may infringe the intellectual property rights of any person; (e) the Copy does not comply with the Publisher's technical specification; or (f) the Advertiser has failed to pay the Publisher in accordance with Clause 4.

3.7 Subject Clause 3.1, 3.3, 3.4 and 3.6 above, the Publisher shall use reasonable endeavours to arrange for the Advertisement to be published or otherwise communicated to the public (whether online via an App or a website or in print) as provided for in the Advertisement Confirmation Order and in accordance with these Conditions.

3.8 The Advertiser shall cooperate in good faith with the Publisher to ensure the Advertisements are delivered or published in accordance with the specifications and timeframes set out in the Advertisement Confirmation Order.

3.9 The Publisher may (at its discretion and without liability) destroy any of the Advertiser's materials (including all Copy) which have been in its possession for more than 3 months from the date of their last use unless written instructions have been received from the Advertiser to the contrary.

4. Fees and payment

4.1 All Advertisements will be paid for at the Publisher's standard rate card from time to time in force or at a rate otherwise agreed between the parties as may be described in the Advertisement Confirmation Order. All Advertisements are accepted on the condition that the price binds the Publisher only in respect of the next issue, feature, version or update published or released, as applicable.

4.2 Where the fees due to the Publisher are based on the number of Impressions generated on a website or App, the Publisher shall use commercially reasonable efforts to provide the Advertiser with details of the Impressions generated in each 30 day period in which the Advertisement is published or accessible by users ("**Impression Report**"). The Advertiser acknowledges and agrees that the Impression Report shall be the sole and definitive

- measurement of the number of Impressions generated in the period covered by the report and shall be binding on the parties, save in the case of manifest error.
- 4.3 The Advertiser acknowledges and agrees that its obligation to pay for any Advertisement with effect from the date of first scheduled publication shall not be affected where, due to its failure to meet any Copy Deadline, the actual first date of publication is later.
- 4.4 Payment for the Advertisement(s) shall be invoiced by the Publisher on the date of the Advertisement Confirmation Order or such other date as specified in the Advertisement Confirmation Order and payment shall be due in clear funds within 30 calendar days of the date of the Publisher's invoice. The Publisher may charge interest at a rate of 2% per annum above the base rate of Barclays Bank plc on any unpaid amounts accruing from and including the date that payment fell due until and including the date of actual payment.
- 4.5 Where applicable, if the performance of any Advertisement campaign falls below the expected cost per milli-thousand ("CPM") or Impressions generated, the Publisher in its absolute discretion can choose to either extend the period of the Advertisement campaign or charge the Advertiser for the Advertisement on a pro-rata basis.
- 4.6 Payment must be made to the Publisher by:
- 4.6.1 cheque delivered (with receipt acknowledged) to the Publisher's principal place of business (or to another premises as the Publisher may specify in writing); or
- 4.6.2 BACS or other electronic transfer to the Publisher's bank account, as detailed on the Publisher's invoice.
- 4.7 All charges are exclusive of Value Added Tax, which shall be payable at the rate from time to time in force.
- 4.8 The Advertiser shall not set-off any amount against any invoiced amount hereunder.
- 4.9 If the Advertisement is charged for based upon an agreed CPM, the cost will be pro-rated from the date of publication.
- 4.10 The Publisher may withdraw or adjust any discount given to the Advertiser for a series of Advertisements if the series is not completed for any reason.
- 4.11 The Publisher may (in its own discretion) charge the Advertiser where the Advertiser fails to supply the Copy (or part thereof) either at all or by the applicable Copy Deadline, including where extra production and colour processing costs are incurred.
- 5. Warranties and Indemnities**
- 5.1 The Advertiser represents, warrants and undertakes that:
- 5.1.1 it is entitled to enter into this Agreement and to grant the rights to the Publisher as set out in it;
- 5.1.2 it will not to bring the Publisher into disrepute while performing its obligations under this Agreement;
- 5.1.3 the Advertiser contracts with the Publisher as principal notwithstanding that the Advertiser may be acting for a third party advertiser;
- 5.1.4 where the Advertiser is an agency, it is authorised to place the Advertisement with the Publisher and the Advertiser will indemnify the Publisher against all proceedings, claims, demands, damages, costs, expenses made against the Publisher arising from its publication of the Advertisement;
- 5.1.5 if requested by the Publisher, the Advertiser will arrange an undertaking accepting all liability for orders placed by mail order to be executed by all persons whom the publisher requires;
- 5.1.6 the Copy does not contain any viruses, Trojan horses, worms or other contaminants that may be used to interfere with or access and modify, delete or damage any data files or other computer programs;
- 5.1.7 all copyright material and any other intellectual property contained in any Copy or Advertisement is fully cleared and paid for;
- 5.1.8 no Advertisement (including all Copy contained therein) infringes or shall infringe any intellectual property rights or other rights of any third party, or is (in the Publisher's opinion) defamatory, offensive or indecent; or if published would promote discrimination based on sex, race, religion, disability or age;
- 5.1.9 it has obtained all usage rights, clearances and licences necessary for the full exploitation by the Publisher of all names and images contained in the Copy and Advertisements;
- 5.1.10 it has obtained all usage rights, clearances and licences necessary for the full exploitation by the Publisher of the Advertisement (and all Copy contained therein) and shall be responsible for paying all royalties, commissions, fees or other monies due to any appropriate collection societies, record labels, music publishers, artists, musicians or other third parties in connection with the publication, reproduction, communication to the public and all other uses of any audio or audio-visual content contained in the Copy and Advertisements;
- 5.1.11 all approvals and consents in relation to any financial promotion (as required by Applicable Law) have been obtained;
- 5.1.12 the Copy and Advertisements comply with all Applicable Law;
- 5.1.13 it shall observe and comply with all Applicable Law in the exercise of its obligations under this Agreement, including in particular but without limitation, all data protection and privacy laws; and
- 5.1.14 any information contained in the Copy and Advertisements is accurate, legal, decent, complete and true.
- 5.2 The Advertiser shall indemnify and keep indemnified the Publisher against all proceedings, claims, demands, damages, costs, expenses and any other liability whatsoever arising as a result of the publication or exploitation of the Copy and/or the Advertisements or from any breach by the Advertiser of this Agreement or Applicable Laws.
- 5.3 Without limiting the foregoing, where the Advertiser is an agency the Advertiser will indemnify the Publisher against any claim made by its principal(s) against the Publisher for any reason.
- 6. Grant of rights and intellectual property**
- 6.1 The Advertiser hereby grants to the Publisher (on behalf of itself and/or the any third party advertiser) a limited, non-exclusive, royalty-free licence to use, edit, reproduce, publish, broadcast, adapt, exploit and otherwise communicate to the public the Copy and the Advertisements and any intellectual property contained therein for any purpose in connection with the fulfilment of the Publisher's obligations under this Agreement;
- 6.2 All rights (including all intellectual property rights) in any material originated by the Publisher shall belong exclusively to the Publisher or its licensors, including without limitation the Publisher's trade marks and logos. Nothing in this Agreement shall be deemed or construed as an assignment by the Publisher to the Advertiser and all goodwill and rights arising in or generated by any such intellectual property will accrue and inure to the benefit of the Publisher or its licensors.
- 7. Conduct of complaints and claims**
- 7.1 Any complaint, claim or query (whether in relation to an Advertisement or an invoice) must be raised by the Advertiser with

	the Publisher in writing within 30 calendar days following (as the case may be):	8.7.3	cancellation less than 11 days before the publication date - 100% of charges;
7.1.1	the publication date of the magazine issue in which the Advertisement was published or allegedly should have been published;	8.8	Where the Advertiser wishes to partially cancel any order, the charges set out above shall be pro rated to reflect the cancelled part.
7.1.2	the date on which Advertisement is or should have been uploaded or published on an App;	9.	Limitation of liability
7.1.3	the date on which the Advertisement has been live or should have been live on the Publisher's website(s); or	9.1	The Publisher shall not be responsible or liable for:
7.1.4	the date of receipt by the Advertiser of the invoice giving rise to the complaint, claim or query.	9.1.1	checking the correctness of the Copy or the Advertisement;
7.2	Such complaint, claim or query referred to at Clause 7.1 above shall not affect the liability of the Advertiser for payment in accordance with Clause 4 for that Advertisement.	9.1.2	any error in the Advertisement;
8.	Cancellation and errors	9.1.3	the wording or quality of reproduction of the Copy or the Advertisement;
8.1	The Publisher shall not be bound by a stop order, cancellation or transfer of any Advertisement unless received by the Publisher in writing either:	9.1.4	the actual positioning of the Advertisement;
8.1.1	14 working days before the date a weekly print title goes on sale;	9.1.5	the repetition of any error in an Advertisement ordered for more than one insertion;
8.1.2	28 working days before a fortnightly or monthly print title goes on sale; or	9.1.6	the distribution of any publication in a specific geographical area;
8.1.3	28 working days before the intended publication or release date for publication on a website or App.	9.1.7	the technical failure of any electronic publication via an App, a website or otherwise;
8.2	Any such instruction received after the applicable deadline stated at Clause 8.1 above shall not (even if followed by the Publisher) affect the Advertiser's liability to pay for the Advertisement.	9.1.8	any loss caused by any delay or failure by the Publisher to issue a publication on the due date, or the suspension or cessation of any publication;
8.3	If an Advertisement contains an error wholly and directly caused by the Publisher, provided that the Advertiser gives written notice to the Publisher of such error within 5 working days of its publication, the Publisher (in its absolute discretion) will give credit to the Advertiser for either (i) the cost of the Advertisement containing the error (provided the same has already been paid to the Publisher); or (ii) the cost of publishing the Advertisement for a second time without charge (as applicable), which the Advertiser agrees shall be the Publisher's maximum liability. For the avoidance of doubt, no credit will be given to the Advertiser where it has failed to provide notice to the Publisher in accordance with the terms of this Clause 8.3.	9.1.9	the Publisher's acts and omissions caused by anything beyond the Publisher's reasonable control;
8.4	The Publisher may at its absolute discretion change the date that any title goes on sale, any website is updated or any App is released or updated without notice to the Advertiser.	9.1.10	loss of profits, business, goodwill and/or similar losses or loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, damages, charges or expenses;
8.5	The Publisher may treat the fact that the Advertiser is deemed unable to pay its debts by a competent authority or any other breach of this Agreement by the Advertiser as a cancellation.	9.1.11	any other liability in excess of the charges or fees paid to the Publisher by the Advertiser under this Agreement, or of publishing the Advertisement for a second time without charge; or
8.6	The Publisher may (but shall not be obliged to) offer any inventory intended for online publication (via an App, website or otherwise) which is cancelled by the Advertiser to a third party and the Advertiser will be liable for the cancellation charges set out in Clause 8.7 below:	9.1.12	any failure to comply with its obligations due to the act or omission of any third party, subcontractor or service provider.
8.7	In the event that an Advertiser cancels an order for the publication of an Advertisement online (whether on a website, App or otherwise), the following cancellation charges shall apply and shall be payable within 30 days of the Publisher's invoice:	9.2	Nothing in this Agreement limits or excludes the liability of a party for death or personal injury resulting from negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
8.7.1	cancellation at least 20 days before the publication date - 0% of charges;	10.	Term
8.7.2	cancellation between 11 and 20 days before the publication date - 50% of charges; and	10.1	This Agreement shall commence on the date when the Advertiser signs the Advertisement Confirmation Order, and subject to earlier termination in accordance with the terms of these Conditions, shall continue until the later of: (i) the final Advertisement being published in print or online, or removed from the Advertiser's website or App (as applicable); and (ii) payment of the total fees due and owing from the Advertiser to the Publisher under this Agreement.
		10.2	If the Advertiser accepts the terms of this Agreement by email, the term shall be deemed as accepted by the Advertiser on behalf of itself and/or any third party advertiser, notwithstanding the fact that a signed copy has not been exchanged.
		10.3	The placing of an order for the insertion of an Advertisement shall amount to an acceptance of this Agreement.
		11.	Termination and effect of termination

- 11.1 The Publisher may terminate this Agreement immediately if the Advertiser:
- 11.1.1 commits a material breach of any term of this Agreement;
- 11.1.2 suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 11.1.3 commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the company with one or more other companies or the solvent reconstruction of that party;
- 11.1.4 files a petition, gives a notice, passes a resolution, or makes an order, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or for solvent reconstruction;
- 11.1.5 makes an application to court or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the party;
- 11.1.6 has a person who has become entitled to appoint a receiver over its assets or a receiver is appointed over its assets;
- 11.1.7 has a creditor or encumbrancer who attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 calendar days;
- 11.1.8 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 11.1.9 has a change of control or ownership.
- 11.2 Upon termination of this Agreement:
- 11.2.1 the Publisher may (without prejudice to any rights that have accrued under this Agreement or any of its other rights or remedies) remove any Advertisement from its publications, websites, or Apps; and
- 11.2.2 any balance of the fee which is outstanding shall become due and payable by the Advertiser immediately.
12. **Confidentiality**
- 12.1 The terms of this Agreement (but not its existence) and any other information notified by one party to the other shall be kept strictly confidential at all times unless required by law, court order of a competent jurisdiction, in which event the disclosing party shall notify the other party as promptly as possible (and, if at all possible, prior to the making of any such disclosure) and shall use its reasonable commercial endeavours to ensure that such information continues to be treated as confidential. Notwithstanding the foregoing, the parties shall be entitled to disclose any such confidential information on a "need-to-know" basis under the same obligations of confidentiality as in this Agreement, to its professional advisors, employees, officers, contractors, agents and affiliated companies.
13. **General**
- 13.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 13.2 The Advertiser shall not be entitled to assign or sub-contract this Agreement (in whole or in part) without the prior written consent of the Publisher. The Publisher shall be entitled to sub-contract the whole or any part of its obligations under this Agreement and to assign this Agreement.
- 13.3 A failure or delay by the Publisher in exercising any right or remedy arising under this Agreement shall not constitute a waiver of such rights or remedy.
- 13.4 These Conditions shall apply to each order for the publication of an Advertisement together with such additional conditions (if any) as may be set out in the Advertisement Confirmation Order and in the event of any variations or inconsistency between these Conditions and the terms set out in the Advertisement Confirmation Order, the terms of the Advertisement Confirmation Order shall prevail.
- 13.5 A person who is not a party to this Agreement shall have no rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999, or otherwise.
- 13.6 This Agreement contains the whole agreement between the parties and supersedes any prior written or oral agreement between them and the parties confirm that they have not entered into agreement on the basis of any representations that are not expressly incorporated in this Agreement.
- 13.7 This Agreement shall be governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the English courts.

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